

18 Jan 2010 ^{US District Court} From John Mauldin, 858 Sequoya To Boni & Zack LLD ^{Count} copies to J M McMahon, Clerk, PuebloWest CO 81007; 719-547-2739 & Dave Farver et al

This is a response & some objections on Amended Settlement (Google Book), provided before deadline of 28 Jan 2010.

I assume by receiving the Amended that I am on record as opted in. I am an author with 5 books of yet unknown status.

I have studied some of the enormous Settlement & find it far more complex than a book contract. You seem to have covered many bases for authors at the expense of: we will never catch all the ins & outs. I am still trying to crack how to find whether Google copied any of my books before 2009. On 30 Aug 2009 I sent a page of concerns & objections to 3 parties, & a few of those seem to have been worked on.

This time I note for you: (by Summary number)

I struggled with what "display" means & assume a broad def. I file format of books has been un-clarified. I think two general digital formats exist for text: as a picture page by page (PDF), and as fully digitized characters. Picture form is less easily misused & content cannot be tinkered with or corrupted. It makes huge files & can be printed, as pictures of pages only. Digitized text allows full searches & tinkering. It can be searched, legitimate uses, but also to locate & persecute the writer (yes those with hostile motives will discover this).

Writers need control over these paths. 8- Commitment to maintaining registry & library must be perpetual & fully responsible, regardless of what happens to Google. 12- Allowing other companies to sell our books for our benefit is only fair, but the more actors, the more chance for slippups. 14- unclear whether rightsholder can set whatever price 18- good that pictorial works are books, including ones composed basically of graphic art of photographs, but then what is the confusing rules that the illustrations in a book are "insert" not covered? Aside from who owns inserted pictures, have you not all this settled clearly in favor of authors?

19- strong objection to apparent exclusion of music books (books containing mainly musical scores). Music publishers should be asked if they want protection. Many serious scholarly books exist which are a mix of discussion & scores. These books are read in textual & musical language, & played from. These deserve proper dissemination & protection, & many are difficult to find now. Electronic display of scores will be increasing (as pictures or other file methods).

-Thus Settlement must look ahead to new media & methods to come that will use already published material, both to protect & to make more widely available. -some "inserts" are short musical scores; many illustrations were arranged for one-time publication in a book & all owners cannot be traced or renegotiated.

Page 2 of comments & objections on Amended Google Settlement 18 Jan 2010, to Boni & Zack, copies to McMahon, Clerk, & Dave et al I tried but failed to limit to 1 page. I have showed some of the confusions a partially digitally literate author might encounter, & one partially experienced with publishing.

I have talked with two experts on computer files, scanning, & printing, and cannot clear up all confusion here. You must check my comments with your experts. On the website and in the summaries of settlement I cannot find clear information on issues here. Central is whether Google is making searchable digital files of text. (PDF & other files seems to be sometimes only pictures of text, other times character codes are there in more-or-less accessible form.) Is Google doing the next step beyond pictures of text and interpreting pixels in those pages as characters & words? This is the only way books can be internally searchable for any words, and the process of back-conversion is never perfect, leaving a variety of errors and the impossibility of ever printing that searchable text on screen or on paper as 100% perfect near-resemblance to the original book. Lawyers, authors, publishers need to ponder the significance of this.

In 1990s publishers began shifting to digital files to produce books, therefore searchable text. Is Google obtaining these? Surely they must pay highly for such files before becoming a new publisher/seller. *

I assume, without any evidence yet, that Google has provided a list of all books copied before 2009, which may be on website & at least you have. The Settlement sets rules for all books after 2009(?). Are you aware that Google is copying a truckload of books everyday from Stanford? Are they entering all those in a list? Are they avoiding all books which might be in print & owned by someone? How do they know what they can scan. In the discussion of "snippet display" I could deduce that (a) Google can word-search books, and (b) any user can see 4 lines of text freely from a book that a word-search found.

(Good luck to scholars; this will rarely yield useful result) My experts alerted me to whether "digital signatures" & other security measures are to be used to keep control of property. I am not sure details like this in Settlement, only a mention of

SECURITY MEASURES ARE TO BE USED TO KEEP CONTROL OF PROPERTY. I AM NOT SURE DETAILS LIKE THIS IN SETTLEMENT, ONLY A MENTION OF DOCUMENT ELECTRONICALLY FILED DO NOT THINKS FOR YOUR ATTENTION DATE FILED: 1/28/10

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*note: authors & users might assume someone buying a book as digital file or print-out will obtain a product resembling the original; there are many ways they could be deceived.